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Attorneys for Defendants VINCENT HOWARD
and HOWARD LAW, P.C.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON**

In re

Cheryl Kae Stites,

Debtor.

United States Trustee,

Plaintiff,

v.

Vincent Howard,
Howard Law, P.C.,
Erik Graeff, and
Law Offices of Erik Graeff, P.C.,

Defendants.

Case No. 14-35071-rld7

Adversary No. 16-3013-rld

**DEFENDANT VINCENT HOWARD
AND HOWARD LAW, P.C.'S
CONCISE STATEMENT OF
MATERIAL FACTS**

Pursuant to LBR 7056-1(a)(1) and LR 56.1, Defendants Vincent Howard and Howard Law, P.C. (hereafter, the “Defendants” or “Howard”) submit this Concise Statement of Material Facts in connection with their Motion for Summary Judgment (the “Motion”).

The documents supporting this Concise Statement of Material Facts are: 1) the Declaration of Vincent Howard in Support of Defendants’ Motion for Summary Judgment (hereafter, the “Howard Decl.”); 2) the Declaration of David Walker in Support of Defendants’ Motion for Summary Judgment (hereafter, the “Walker Decl.”); 3) the Declaration of Angelica Zavala in Support of Defendants’ Motion for Summary Judgment (hereafter, the “Zavala Decl.”); 4) and the Declaration of Desmond Adams in Support of Defendants’ Motion for Summary Judgment (hereafter, the “Adams Decl.”).

The following facts are undisputed, relevant and material facts essential for the determination of Defendants’ Motion.

1. Chery Stites did not contract with Howard Law to performed bankruptcy service. Her engagement was limited to debt resolution services. (Howard Decl., at ¶ 3.)

2. Howard Law did not advise Stites, through Morgan Drexen, to file for bankruptcy. (Zavala Decl., at ¶ 6; and Exhibit A.)

3. Stites was sent a letter on November 1, 2012, documenting that her engagement was Howard Law had been cancelled. (Zavala Decl., at ¶ 6; and Exhibit B.) In August 2012, the United States Trustee, in a proposed stipulated order, indicated to Erik Graeff that he could represent a client in bankruptcy court providing Howard Law was not involved. (Howard Decl., at ¶ 8; and Exhibit B.)

4. At the time Howard/Nassiri and Howard Law were engaged by Stites and through her engagement, Oregon attorneys Jim Loy and Erik Graeff were *of counsel*. (Howard Decl., at ¶ 5.)

5. Between June 28, 2012, and September 27, 2012, Stites had four consultations with Graeff, in his *of counsel* capacity with Howard Law. Graeff noted in the case management software that based upon his analysis, Stites was judgment proof. (Howard Decl., at ¶ 7.)

6. Howard provided Stites with documentation of the settlement agreement between her

and Chase. (Adams Decl., at ¶ 5 and Exhibit A.)

7. Howard/Nassiri sent letters to Stites' creditors representing that Howard had been engaged by Stites to assist her with the settlement of her unsecured debt. Howard further represented to the creditors that Stites had "agreed to place all monies, above basic living expenses, into a special attorney-client trust account each month for the sole purpose of paying creditors. We would appreciate your patience, as it will take time to accumulate funds."

(Howard Decl., at ¶ 4 and Exhibit B.)

8. Howard Law's engagement agreement with Stites did not contemplate that debt settlements with creditors would only be lump sum payments. (Howard Decl., at Exhibit A.)

DATED: November 14, 2016

MOTSCHENBACHER & BLATTNER, LLP

/s/ Nicholas J. Henderson
Nicholas J. Henderson, OSB # 074027
Of Attorneys for Vincent Howard and Howard Law,
P.C.

CERTIFICATE OF SERVICE

I hereby certify that on November 14, 2016, I served the foregoing DEFENDANTS' CONCISE STATEMENT OF MATERIAL FACTS on the following:

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☐ Via First Class Mail

☐ Via Facsimile

☐ Via Hand Delivery

☒ **Via ECF Notification**

☐ Via Electronic Mail to:

DATED: November 14, 2016.

MOTSCHENBACHER & BLATTNER, LLP

/s/ Nicholas J. Henderson
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